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August 15, 2005

BY ECFS

Marlene H. Dortch, Esq.
Secretary
Federal Communications Commission
Washington, D.C. 20554

**Re: KRCR-DT, Redding California (Facility ID No. 8291)
MB Docket No. 03-15
Form 383 First Round Channel Election Conflict Decision
FCC File No. BFRCT-20050812AOR**

Dear Ms. Dortch:

Pursuant to the *Public Notice*, "DTV Channel Election: First Round Conflict Decision Extension and Guidelines for Interference Conflict Analysis," DA 05-2233 (Aug. 2, 2005) (the "*Public Notice*"), BlueStone License Holdings Inc. ("BlueStone"), licensee of NTSC television station KRCR-TV and permittee of digital television station KRCR-DT, both Redding, California, by its attorneys, hereby submits the attached Interference Conflict Resolution Agreement (the "Agreement") entered into between BlueStone and Concord License, LLC ("Concord"), licensee of NTSC television station KUNO-TV and permittee of digital television station KUNO-DT, both Fort Bragg, California (Facility ID No. 8378), as identified on Schedule A of the Digital Channel Election First Round Conflict Decision on FCC Form 383 filed by BlueStone on August 12, 2005.

KRCR-TV is licensed to operate on NTSC channel 7 and KRCR-DT has been assigned DTV channel 34. In its Digital Channel Election First Round Election on FCC Form 382 filed on February 9, 2005 (FCC File No. BFRECT-20050209AIP), BlueStone elected KRCR-TV's NTSC channel 7 for KRCR-DT's post-transition digital operations. KUNO-TV is licensed to operate on NTSC channel 8 and has been assigned DTV channel 15. In its Digital Channel Election First Round Election on FCC Form 382 filed on February 9, 2005 (FCC File No.

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BFRECT-20050209AIU), Concord elected KUNO-TV's NTSC channel 8 for KUNO-DT's post-transition digital operations.

By letter dated June 7, 2005, the Commission notified BlueStone of the existence of an apparent "conflict" between the post-transition digital channel elections of KRCR-DT and KUNO-DT. According to the Commission's analysis, KRCR-DT's proposed digital operation on its elected NTSC channel 7 is predicted to result in interference to 0.2 percent of the service area population of KUNO-DT's authorized facilities on its elected NTSC channel 8. In order to preserve BlueStone's channel election for KRCR-DT and consistent with the *Report and Order*, "Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television," FCC 04-192 (released Sept. 7, 2004), as amplified by the *Public Notice*, BlueStone and Concord have entered into the attached Agreement pursuant to which Concord agrees to accept the *de minimis* 0.2 percent interference that theoretically would result from KRCR-DT's post-transition operation on channel 7.

Acceptance of the Agreement and approval of BlueStone's election of channel 7 for KRCR-DT's post-transition operation would serve the public interest. In making its channel election, BlueStone determined that KRCR-DT will be able to provide superior service post-transition, at lower cost, on channel 7 than on its assigned DTV channel 34. Meanwhile, as explained in the attached Engineering Statement of Jules Cohen, P.E., the calculated interference to KUNO-DT on channel 8 from KRCR-DT on channel 7 would potentially affect only 309 people (2000 Census) of a total of 130,646 people not affected by terrain losses. All 309 people calculated to receive interference reside in KRCR-DT's home Chico-Redding DMA; no interference is calculated to occur to viewers situated within the San Francisco-Oakland-San Jose DMA, to which KUNO-DT is assigned. Furthermore, the total interference from all stations, including the proposed KRCR-DT operation on channel 7, amounts to a population of 5,588, only 4.3 percent of the population not affected by terrain losses and well short of the 10 percent permitted maximum. In addition, those areas calculated to receive interference from KRCR-DT will continue to be served by the five stations in the Chico-Redding DMA.

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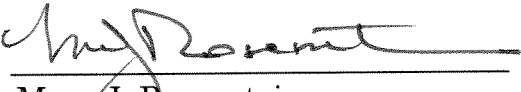
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For all the reasons discussed herein, BlueStone respectfully requests that the Commission accept the Agreement and approve KRCR-DT's election of channel 7 for post-transition digital operations.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,

HOGAN & HARTSON, L.L.P.

By: 
Mace J. Rosenstein
Counsel for BlueStone License Holdings Inc.

Enclosures

cc: form383@fcc.gov
Nazifa Sawez
Shaun Maher
Kathleen Victory, Esq. (counsel for KUNO-TV)

INTERFERENCE CONFLICT RESOLUTION AGREEMENT

This Interference Conflict Resolution Agreement ("Agreement") is entered into as of August 2, 2005 by Concord License, LLC ("Concord") and BlueStone License Holdings Inc. ("BlueStone").

1. Concord is the licensee of Station KUNO-TV, FCC Facility ID No. 8378, Fort Bragg, California, which is authorized by the Federal Communications Commission ("FCC") to operate on NTSC Channel 8 and on digital television ("DTV") Channel 15. In the first round of the FCC's DTV channel election process, Concord elected its NTSC Channel 8 for post-transition DTV operations.

2. BlueStone is the licensee of Station KRCR-TV, FCC Facility ID No. 8291, Redding, California, which is authorized by the FCC to operate on NTSC Channel 7 and on DTV Channel 34. In the first round of the FCC's DTV channel election process, BlueStone elected its NTSC Channel 7 for post-transition DTV operations.

3. BlueStone has been notified by the FCC (Letter Reference No. 2-A726-NS) that its proposed digital operation on its elected NTSC Channel 7 would result in 0.2% interference to Station KUNO-TV's elected NTSC Channel 8.

4. BlueStone wishes to retain its first-round DTV channel election. In order to resolve the interference concern, Concord hereby agrees to accept the 0.2% interference that would theoretically result from Station KRCR-TV's currently proposed digital operation on Channel 7. Concord has determined through an engineering study that in view of intervening terrain no interference is likely to occur to reception of its signal and, in any event, it will be able to serve all of its community of license.

5. No consideration is being paid or promised by either party in connection with this Agreement.

6. BlueStone shall seek the FCC's approval of this agreement by electronic submission in Media Bureau Docket 03-15 using the FCC's ECFS in connection with its FCC Form 383 (Digital Channel Election for Television Broadcast Station: First Round Conflict Decision) (FCC File No. BFRCT-20050812AOR) and will send a copy by email to form383@fcc.gov and by regular mail to Nazifa Sawez, FCC, Room 2-A726, 445 12th Street, S.W., Washington, DC 20554 by the FCC's announced deadline of August 15, 2005. BlueStone shall be responsible for providing with its submission all other information required in *DTV Channel Election: First Round Conflict Decisions Extension and Guidelines for Interference Conflict Analysis*, DA 05-2233 (released August 2, 2005). The parties otherwise will cooperate with each other to provide the FCC with any other information (including, without limitation, a copy of this Agreement) that the FCC may request in connection with the parties' respective DTV channel elections.

7. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one and the same original signature page.

CONCORD LICENSE, LLC

By: _____

Title: _____

BLUESTONE LICENSE HOLDINGS INC.

By: A. Di Pasquale

Title: President and CEO

CONCORD LICENSE, LLC

By: 

LeBon G. Abercrombie

Title: Sr. Exec. Vice-President

BLUESTONE LICENSE HOLDINGS INC.

By: _____

Title: _____

**ENGINEERING STATEMENT ON BEHALF OF
BLUESTONE LICENSE HOLDINGS INC.
KRCR-TV, REDDING, CALIFORNIA**

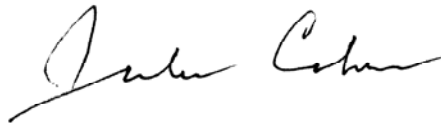
This engineering statement, prepared on behalf of Bluestone License Holdings Inc. ("Bluestone"), licensee of KRCR-TV, channel 7, Redding, California, is submitted in support of the Interference Conflict Resolution Agreement between Bluestone and Concord License, LLC ("Concord"), licensee of KUNO-TV, Fort Bragg, California.

In the Commission's June 7, 2005, letter relative to the First Round Channel Election Application by Bluestone proposing digital operation on channel 7, Bluestone was advised that such digital operation would cause 0.2 percent interference to elected use of channel 8 for digital operation of KUNO.

An independent analysis by the undersigned confirms that the calculated interference to KUNO-DT on channel 8 from KRCR-DT on channel 7 would include 309 people (2000 Census) of a total of 130,646 people not affected by terrain losses. It was determined further that the entire population calculated to receive interference resides in the Chico-Redding DMA. No cells where interference was calculated are within the San Francisco-Oakland-San Jose DMA which includes Fort Bragg. Furthermore, the total interference from all other stations, including the proposed KRCR-DT operation on channel 7, amounts to a population of 5,588, only 4.3 percent of the population not affected by terrain losses, well short of the 10 percent permitted maximum.

Those areas calculated to receive interference from KRCR-DT are provided with coverage by the five stations in the Chico-Redding DMA. Of the 25, 2-kilometer cells wherein interference is predicted, 21 contain no population.

Interference analysis results reported above were determined by use of the program known as "tv-process." In that program, the area within the predicted noise-limited contour is divided into uniform cells, and both the desired and undesired signal strengths at the center of each cell are calculated by use of the Longley-Rice Irregular Terrain Model.



Jules Cohen, P.E.

August 11, 2005

